

# Attachment A

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When recorded return to:  
**PHILIP ANGELO**  
**COUNTY OF MONTEREY HOUSING**  
**AND COMMUNITY DEVELOPMENT**  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, CA 93901  
(831) 755-5025

Space above for Recorder's Use

<b>Property Owner's Name.:</b>	RICHARD F. MOSS AND BETTINA E. MOSS, TRUSTEES OF THE MOSS LIVING TRUST U/D/T MAY 16, 1989, AS RESTATED AND AMENDED
<b>Property Historic Name.:</b>	"The McDonald House" 55 Encina Drive
<b>Permit No.:</b>	PLN240186
<b>Assessor's Parcel Number:</b>	187-041-042-000

### ***HISTORIC PROPERTY CONTRACT***

**THIS HISTORIC PROPERTY CONTRACT** is made and entered into this 3<sup>rd</sup> day of December, 2024, by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (the County), and **RICHARD F. MOSS AND BETTINA E. MOSS, TRUSTEES OF THE MOSS LIVING TRUST U/D/T MAY 16, 1989, AS RESTATED AND AMENDED** (Owner).

### ***RECITALS***

**WHEREAS**, Owner is the owner of that certain real property located within the County of Monterey, State of California, together with associated structures and improvements thereon, as more fully described in Exhibit A attached hereto and incorporated herein by reference (Historic Property). The Historic Property is located at the street address 55 Encina Drive, Carmel Valley, California; and

**WHEREAS**, Owner holds all right, title, and interest in the Historic Property; and

**WHEREAS**, on April 8, 2014, pursuant to California<sup>1</sup> Government Code Section 50280, et seq. (the Mills Act), the County adopted an ordinance establishing a Mills Act Program, as codified in Monterey County Code Chapter 18.28, that authorizes the County to enter into Historic Property Contracts with the owners of qualified historical

<sup>1</sup> Unless otherwise noted, all references to non-County Codes are to California statutes.

properties to provide for the appropriate use, maintenance, and restoration of those properties in exchange for preferential property taxes; and

**WHEREAS**, the Owner applied to the County Housing and Community Development Department for an Historic Property Contract (PLN240186). Owner has expressly requested that the Owner and County, for their mutual benefit, contract to protect and preserve the characteristics of historical significance of the Historic Property as described in the Work Program attached hereto as Exhibit “B” and incorporated herein by reference, and to qualify the Historic Property for an assessment of valuation pursuant to sections 439 through 439.9 of the Revenue and Taxation Code, as may be periodically amended; and

**WHEREAS**, the Historic Property is not subject to any recorded notice of violation; and

**WHEREAS**, on September 5, 2024, in accordance with Chapter 18.28 of the Monterey County Code, the County of Monterey Historic Resources Review Board evaluated the application for a Historic Property contract, recommended that the County of Monterey Housing and Community Development Director of Planning determine that the property be eligible for a Historic Property contract should it be listed on the County of Monterey Register of Historic Resources, and recommended that the Board of Supervisors both list the property on the County of Monterey Register of Historic Resources and approve the Historic Property Contract application (Resolution No. 24-004); and

**WHEREAS**, the County Housing and Community Development Director of Planning has determined that the property would be eligible for a Historic Property contract should it be listed on the County of Monterey Register of Historic Resources; and

**WHEREAS**, on December 3, 2024 the County Board of Supervisors listed the property on the County of Monterey Register of Historic Resources in accordance with Monterey County Code Chapter 18.25; and

**WHEREAS**, the Historic Property meets the definition of “Qualified Historical Property” as set forth in Monterey County Code section 18.28.030 as the Board of Supervisors listed the property on the County of Monterey Register of Historic Resources on December 3, 2023; and

**WHEREAS**, pursuant to Monterey County Code Chapter 18.28, this contract requires approval by the Board of Supervisors and all persons and entities having any right, title, or interest in the Historic Property; and

**WHEREAS**, this contract is intended to run with the land and bind Owner and Owner's heirs, executors, administrators, trustees, successors, and assigns; and

**WHEREAS**, the Owner and the County have negotiated the terms of this contract in accordance with state law and Chapter 18.28 of the Monterey County Code; and

**NOW, THEREFORE**, County and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. TERM OF CONTRACT.

This contract shall become effective on January 1, 2025 and remain in full force and effect for an initial term of ten years. The initial term of ten years shall be measured as commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract (the Anniversary Date). This contract shall be automatically renewed on each succeeding January 1. One additional year shall be added automatically to the initial term unless the contract is not renewed as set forth in Monterey County Code section 18.28.120 and paragraph 10 of this contract or the contract is cancelled as provided in Monterey County Code section 18.28.140 and paragraph 13 of this contract.

2. RESTRICTIONS ON TREATMENT OF PROPERTY.

During the term of this contract, and any and all renewals thereof, Owner agrees and commits to restore, rehabilitate, and/or preserve said property in conformance with the Work Program in Exhibit "B" and the following rules and regulations:

- (a) The rules and regulations of the California Office of Historic Preservation;
- (b) The Secretary of the Interior's standards for the treatment of historic properties; and
- (c) The Building Standards Code (Title 24 of the California Code of Regulations) including the State Historic Building Code (Part 8 of Title 24), where applicable, as periodically amended, including any modifications to these Codes duly adopted by the County.

Owner further agrees that, at such time that rehabilitation or restoration of the subject property is achieved and so long as the contract is in effect, Owner shall provide appropriate maintenance and preservation of the Historic Property in accordance with the Secretary of the Interior's standards for the treatment of historic properties.

3. SUBJECT TO ORDINANCES.

This contract does not relieve the Owner from compliance with all applicable Federal laws, State laws, and County laws, rules, regulations, policies, permit requirements, and associated fees, including those needed to carry out the provisions of this contract.

4. PLAQUE.

Owner shall install and maintain a bronze plaque on the property not to exceed two (2) square feet in size, identifying the property as a historic property. The proposed sign shall be submitted to the Director of Planning or his or her designee for review and approval prior to installation. The owner shall determine the location of such signage, provided that the entire plaque is visible from Encina Drive with unaided vision.

5. PUBLIC TOUR.

The Owner shall allow the property to be used for a public tour at least once annually, and the Owner, in its sole discretion, may allow (but shall not be required to allow) the property to be used for a public tour more than once annually. The Owner, the Director of Planning or their designee, or a mutually agreeable third party (such as a non-profit that provides architectural history tours) shall conduct the tour. The tour shall address the historic significance and character defining features of the property, and the Director of Planning shall approve the content of the tour in advance. Either the Owner or the Director of Planning may schedule the tour. The party scheduling the tour shall provide at least sixty (60) days prior notice to the other party of the proposed date of the tour and shall cooperate with the other party to determine a mutually convenient date for the tour. Once the date of the tour is mutually determined, the Owner shall ensure that the property is made available for the tour on the scheduled date.

6. PROPERTY TAX VALUATION.

During the term of this contract, the Historic Property, or portion thereof not excepted pursuant to paragraph 7, shall be eligible for property tax valuation pursuant to sections 439 through 439.4 of the Revenue and Taxation Code, as may be periodically amended, as determined by the County Assessor through the County property tax assessment process. Owner understands and acknowledges that this contract must be approved, fully executed, and recorded in the Office of the Recorder of the County of Monterey on or before December 31 of a calendar year to be eligible for property tax reassessment for the following fiscal year.

7. APPLICABILITY.

During this contract's life, the Historic Property shall be eligible for property tax valuation as an enforceable restricted historical property pursuant to California law. If only a portion of a property or structure is the subject of this contract, only that portion covered by the contract shall be considered for preferential property tax assessment treatment under state law. The rest of the property or structure shall be subject to standard property tax assessment, and the total assessed value shall be a combination of the appropriate valuations as determined by the County Assessor.

8. INSPECTIONS.

Owner agrees to allow periodic examinations, upon reasonable notice to Owner thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the County, other agencies, and other County officials and/or their designated representatives as may be necessary to determine Owner's compliance with this contract.

9. PROVISION OF INFORMATION.

At least ninety (90) days prior to each Anniversary Date of this contract, the Owner agrees to furnish the County with any and all information requested by the County that the County requires to determine compliance with this contract, including but not limited to Owner's submittal of the following information:

- (a) Color photos of actual work done in conformance with this contract during the previous twelve (12) months;
- (b) Receipts and copies of financial transactions related to work carried out in conformance with this contract during the previous twelve (12) months;
- (c) Copies of building permits and/or planning entitlements for work carried out in conformance with this contract during the previous twelve (12) months;
- (d) Responses to the yearly questionnaire provided by the Director of Planning, so long as such questionnaire is provided to the Owner at least one hundred twenty (120) days prior to the Anniversary Date of this contract; and;
- (e) Such other information as may be required by the Director of Planning or his or her designee, so long as the Director of Planning makes a written request for such information to the Owner at least one hundred twenty (120) days prior to the Anniversary Date of this contract.

At least sixty (60) days prior to the tenth (10<sup>th</sup>) Anniversary Date of this contract, Owner shall submit a report from a qualified historian to the Director of Planning. The

report shall describe the work carried out pursuant to this contract and shall recommend any appropriate improvements needed to achieve rehabilitation, restoration, or preservation of the Historic Property. Based on those recommendations, the County may require an amendment to the contract pursuant to paragraph 12 of this contract.

Failure to furnish required information in a timely manner may result in cancellation of the contract pursuant to paragraph 13 of this contract. During the life of this contract, Owner shall maintain and preserve all records related to work carried out in conformance with this contract. The County shall have the right to examine, monitor, and/or audit the records of Owner related to work carried out in conformance with this contract.

10. NOTICE OF NONRENEWAL.

Non-renewal of this contract shall be governed by state law, the procedures set out in Monterey County Code Chapter 18.28, and this contract. If the Owner desires in any year not to renew this contract, the Owner shall serve written notice of non-renewal to the Director of Planning and the Clerk of the Board of Supervisors at least 90 days prior to the annual Anniversary Date of the contract. If the County Board of Supervisors determines, following a noticed public hearing, not to renew the contract, the County Board of Supervisors or its authorized designee shall serve written notice of the non-renewal on the Owner at least 60 days prior to the annual Anniversary Date of the contract. Unless the notice of non-renewal is served by the Owner or the County in accordance with these requirements, one year shall automatically be added to the term of the contract on the Anniversary Date.

Upon receipt by Owner of a notice from the County for non-renewal of the contract, Owner may make a written protest of the notice to the Board of Supervisors. Such protest must be in writing and filed with the Clerk of the Board of Supervisors within ten (10) days of the written notice of non-renewal being mailed to Owner. If a written notice of protest is timely filed, the Clerk of the Board will schedule the protest for a noticed public hearing before the Board of Supervisors within 60 days of the filing of the protest and notify Owner of the hearing date. The Board of Supervisors may, at any time prior to the Anniversary Date of the contract, withdraw the notice of non-renewal.

11. EFFECT OF NOTICE OF NON-RENEWAL.

If this contract is not renewed pursuant to Monterey County Code Chapter 18.28 and paragraph 10 above, this contract shall remain in effect for the balance of the



period remaining since the original execution or the last renewal of this contract. Following non-renewal of the contract, the property shall be assessed in accordance with state law (section 439.3 of the Revenue and Taxation Code, as may be periodically amended). Termination of this contract does not in itself change the historic nature of the Historic Property.

12. AMENDMENTS TO CONTRACT.

This contract may be amended, in whole or in part, upon mutual written agreement of Owner and the County pursuant to the procedures set out in Monterey County Code section 18.28.130. Such amendments must be in writing and approved by Owner and the County Board of Supervisors. The executed amendment must be recorded in the Office of the Recorder of the County of Monterey no later than 20 calendar days after County's execution of the amendment.

13. CANCELLATION.

County, following the process set forth in Monterey County Code section 18.28.140 and, under all circumstances, upon prior written notice to the Owner and the opportunity for the Owner to be contest such cancellation in a public hearing before the County Board of Supervisors, may cancel this contract if the County Board of Supervisors finds, based on substantial evidence, that one of the following conditions has occurred:

- (a) The Owner has breached any of the conditions of this contract; or
- (b) The Owner has failed to preserve, restore, or rehabilitate the property in the manner specified in this contract; or
- (c) The Owner has allowed the property to deteriorate to the point that it no longer meets the definition of a qualified historic property; or
- (d) The Owner has failed to submit in a timely manner the information requested by the County for the County's annual compliance review.

14. EFFECT OF CANCELLATION.

If this contract is cancelled pursuant to paragraph 13, the contract shall become immediately null and void. In addition, the Owner shall pay a cancellation fee equal to twelve-and one-half percent (12 ½%) of the Historic Property's current fair market value, as determined by the County Assessor as though the property were free of this contractual restriction. The cancellation fee shall be paid to the County Auditor, at the time and in the manner that the County Auditor shall prescribe.

15. EMINENT DOMAIN OR OTHER ACQUISITION.

If the Historic Property is acquired in whole or in part by eminent domain or other acquisition, and the acquisition is determined by the Board of Supervisors to frustrate the purpose of the contract, such contract shall be canceled, and no cancellation fee shall be imposed. Cancellation pursuant to this paragraph shall render this contract null and void.

16. LIABILITY AND INDEMNIFICATION.

Owner agrees to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from any claim, action, or proceeding against the County arising in connection with approval of this contract excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Additionally, Owner makes and accepts this contract upon the express condition that the County, its agencies, departments, officers, agents, and employees are free from all liability and claim for damage by reason of any injury to any person or persons, including Owner, or property of any kind whatsoever and to whomsoever belonging, including Owner, from any cause or causes whatsoever, while in, upon, or in any way connected with the property, and for any damages, losses, or liabilities in connection with labor and materials for work performed on the property, excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Owner hereby covenants and agrees to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. Owner shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation related to this contract.

17. NOTICE.

All notices required or permitted by this contract shall be given in writing and shall be mailed or delivered in person. If mailed, notice shall be sent to Owner and County at the following addresses:

Owner:

Richard F and Bettina E Moss, TRUSTEES OF THE MOSS LIVING TRUST U/D/T MAY  
16, 1989, AS RESTATED AND AMENDED  
55 Encina Drive  
Carmel Valley, CA 93924

With copy to:

Law Offices of Richard F. Moss  
1622 Berkeley Street  
Santa Monica, CA 90404

County:

County of Monterey  
Housing and Community Development Department  
1441 Schilling Pl. 2<sup>nd</sup> floor  
Salinas CA, 93901

In case of a change of address of a party, that party shall provide written notice to the other party of the change of address within thirty (30) days of the change of address.

18. RECORDATION.

Owner acknowledges that this contract shall be recorded. No later than twenty (20) calendar days after execution by all parties of this contract, the Clerk of the Board shall cause a copy of the executed contract to be recorded in the Office of the Recorder of the County of Monterey. Upon non-renewal or cancellation of this contract pursuant to paragraphs 10 or 13 respectively, a notice of said non-renewal or cancellation, in a form acceptable to County Counsel and the Director of Planning, shall be recorded in the Office of the Recorder of the County of Monterey.

19. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the land upon which the Historic Property stands as described in Exhibit "A", and shall be binding upon, and insure to the benefit of, all successors in interest of the Owner, including the heirs, executors, administrators, trustees, successors, and assigns of Owner. A successor in interest shall have the same rights and obligations under the contract as the original owner who entered the contract. If the property described in Exhibit "A" is annexed to a city, this contract shall be automatically transferred from County to the city acquiring jurisdiction. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties, and powers of the County under this contract for that portion of the property described in Exhibit "A" annexed to the city. No further action is necessary by Owner, the County, or the city, to effectuate such a transfer.

20. AUTHORITY

Owner warrants hereby that Owner either holds all right, title, and interest in the Historic Property or has received written authorization from all persons and entities besides Owner that have any right, title, or interest in the Historic Property to execute this contract on their behalf and has furnished a copy of that written authorization to the County. Owner further warrants that the individual executing this contract is Owner's duly authorized agent for purposes of executing this contract.

21. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of California.

22. CONSTRUCTION OF AGREEMENT

County and Owner agree that each party has fully participated in the review and revision of this contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this contract or any amendment to this contract.

23. COUNTERPARTS

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

24. INTEGRATION

This contract, including the exhibits, represent the entire agreement between the County and Owner with respect to the subject matter of the agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter hereof between the County and Owner as of the effective date of this agreement.

IN WITNESS WHEREOF, County and Owner have executed this contract as of the day and year written below.

By: \_\_\_\_\_  
Richard F. Moss  
Trustee of the Moss Living  
Trust U/D/T May 16, 1989,  
as Restated and Amended

By: \_\_\_\_\_  
Bettina E. Moss  
Trustee of the Moss Living  
Trust U/D/T May 16, 1989,  
as Restated and Amended

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE TO NOTARY PUBLIC:** If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)  
COUNTY OF MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NOTE TO NOTARY PUBLIC:** If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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STATE OF CALIFORNIA)  
COUNTY OF MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

By: \_\_\_\_\_  
Glenn Church, Chair  
County of Monterey Board of Supervisors

Date: \_\_\_\_\_

**NOTE TO NOTARY PUBLIC:** If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA)  
COUNTY OF MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ATTEST:

DATED: \_\_\_\_\_.

\_\_\_\_\_  
Valerie Ralph  
Clerk of the Board

Approved as to form:

Leslie J. Girard, County Counsel

By: \_\_\_\_\_

DATED: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_  
Robert I. Brayer, Deputy County Counsel

Approved as to content:

County Housing and Community Development Department

By: \_\_\_\_\_

DATED: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_  
Craig Spencer, Director of HCD



**EXHIBITS ATTACHED:**

***HISTORIC PROPERTY CONTRACT***

1. ***EXHIBIT "A"***: Full legal description of the entire property for which the Historic Property Contract is being considered. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.
2. ***EXHIBIT "B"***: A copy of the Work Program.

**EXHIBIT "A"**  
Legal Description

For APN/Parcel ID(s): 187-041-042

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL I:**

Parcel "B", as said parcel is shown and so designated on that certain record of Survey Map dated February 24, 1972, in Volume 10 of Surveys, at Page 79, in the Office of the County Recorder of the County of Monterey, State of California.

RESERVING THEREFROM that part of right of way for road and utilities purposes 30 feet wide lying 15 feet on each side of the "Centerline 30 foot private road", as shown and so designated on said record or Survey Map, which lies within Parcel "B".

**PARCEL II:**

A non-exclusive right of way over Parcel "C", for road and utilities purposes 30 feet wide lying 15 feet on each side of the "Centerline 30 foot private road", as shown and so designated on the survey map referred to in PARCEL I above.

EXCEPTING THEREFROM any part thereof lying outside said survey map.

**PARCEL III:**

A non-exclusive easement for road and underground utility purposes 30 feet wide lying adjacent to and 15 feet on each side of the following described centerline.

Beginning at an angle point on the Southerly boundary of Parcel C, as shown on the above said survey map at the beginning or Southerly terminus of Course No. 1 of the centerline 30' private road as shown on said survey map; thence

- (1) N. 75° 30' 07" E., 72.32 feet; thence
- (2) S. 54° 08' 43" E, 340.00 feet; thence
- (3) S. 35° 19' 13" W., 62.14 feet; thence
- (4) S. 54° 40' 47" E, 15.00 feet; thence
- (5) S. 70° 28' 17" E., 106.00 feet; thence
- (6) S. 85° 52' 00" E., 90.46 feet; to a point on the centerline of Encino Drive.

## Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

### Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

55 Encina Drive in Carmel Valley is historically known as the McDonald House. It is an excellent and intact example of Wrightian Organic Design principles expanded upon through the inventive hands of one of Wright's apprentices, architect Mark Mills (1921-2007).

Richard and Bettina Moss purchased the property (APN 187-041-043) in September 2020. They wish to have it added to the Carmel Register of Historic Resources. It was evaluated in February 2023 by Kent L. Seavey, who is an approved architectural historian for Monterey County and the author of *Carmel: A History in Architecture* (Charleston, South Carolina, 2007). Mr. Seavey found the home significant under California Register criterion 2 & 3, for its design by, & association with architect Mark Mills.

The one-story cinderblock and wood-framed residence was constructed in 1972 with the pool constructed in 1973. The residence is elliptical in plan, resting on a concrete foundation. The exterior wall-cladding is vertical-flush-redwood siding. The gable-and-hip-roof is covered in cementitious shingles with cinder-block chimneys in the NW side of the living room and SW wall of the study. The ends of the elliptical roof system wrap around the central pie-wedged pool and terrace spaces where they drop steeply in a tripod form. The central gabled section of the building envelope is fully glazed front and rear, allowing sunlight into the main living area. Narrow, full-height glazed openings along both inner and outer wing walls, all extending into flush skylights along the roof system illuminate the full length of the book-hinged layout. A large, flat-roofed two-car garage extends off the East side of the building envelope, it's rolled roofing visually disappearing into the high hill mass behind it.

The property has been subject to general maintenance, but as discovered, significant work needs to be done to address safety and comfort issues, such as roof repair/replacement due to ceiling moisture build-up, drainage issues and aging. The existing single pane window walls with deteriorating seals need to be replaced by dual pane energy conserving windows systems while maintaining their original architectonic. It is their intention to make the following improvements to the property, to make sure this historic home is properly preserved and cared for.



**Exhibit B**

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

**Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan**

<b>YEAR</b>	<b>DESCRIPTION</b>	<b>DETAIL</b>	<b>ESTIMATE</b>
<b>2025</b>	Annual Grounds & Landscape Maintenance		\$4,800
	Annual Pest & Termite Inspection		\$325
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Septic Maintenance (every 3 years)		\$500
	Home Inspection (every 2 years)		\$450
<b>2026</b>	<b>Exterior Wall Repair and Maintenance</b>  1. Repair/ patch where needed 2. Re-paint exterior walls 3. Repair dry rot 4. Siding- repair or replace with historically correct 4. Waterproofing, weatherproofing	Labor: \$30,000 Materials: \$4,000	\$34,000
	Tree Trimming		\$29,000
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual Pest & Termite Inspection		\$325
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces,		\$320

Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

	Penetrations, and Flashings		
<b>2027</b>	<b>Entry Skylight Addition Maintenance</b> Addition of new skylight at entry. Design approved by historical consultant.	Labor: \$500 Materials: \$200	\$700
	<b>Roof Repair (Drainage, overhangs, eaves)</b>  1. Roof inspection 2. Repair roof, historically correct 3. Repair or replace eaves and overhangs with historically correct 4. Flashing- repair or replace 5. Gutters and downspouts- repair or replace	Labor: \$35,000 Materials: \$20,000  Total: \$55,000	\$55,000
	<b>Window and Exterior Door Replacement/ Restoration</b>  1. Repair/Restore all windows and exterior doors  2. Re-caulk all windows  3. Replace all window vents and screens  4. Replace existing window with new door to connect the primary bedroom to the pool patio (as original Mark Mills drawings show)  5. Re-paint interior frame where necessary	Materials: 50 x \$905	\$45,250

**Exhibit B**

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

**Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan**

	<p align="center"><b>Chimney Repair</b></p> <p>1. Inspect and clean 2. Repair or rebuild with historically correct</p>	<p>Labor: \$7,000 Materials: \$3,000  Total: 10,000</p>	<p>\$10,000</p>
	<p align="center"><b>Garage Repair and Repaint</b></p> <p>1. Repair or replace with new historically compatible</p>	<p>Labor: \$6,000 Materials: \$17,000</p>	<p>\$23,000</p>
	<p align="center"><b>Electrical Upgrades</b></p> <p>1. Inspect all electrical 2. Rewire and upgrade service 3. Repair, replace, of install new electrical outlets</p>	<p>Labor: \$25,000 Materials: \$12,000</p>	<p>\$37,000</p>
	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Home Inspection (every 2 years)		\$450
<b>2028</b>	<p align="center"><b>Landscape Design</b></p> <p>1. Improvements to gate / fence and wind break, repair restore with historically compatible 2. Irrigation and field management, drainage, and slope</p>	<p>Labor: \$15,000 Materials: \$7,500</p>	<p>\$22,500</p>

Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

	3. Original wind breaker and fence repair 4. Original bunker repair		
	<b>Mechanical / HVAC Upgrades</b>  1. Upgrade HVAC system and associated features	Labor: \$15,000 Materials: \$15,000  Total: \$30,000	\$30,000
	<b>Plumbing / Sewer Upgrades</b>  1. DWV (Drain, Waste, and Vent)- Repair, Replace, or Install New 2. Sewer- Repair or replace if necessary 3. Service Lines- Repair or replace if necessary	Labor: \$25,000 Materials: \$18,000  Total: \$43,000	\$43,000
	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Septic Maintenance (every 3 years)		\$500
<b>2029</b>	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300

Exhibit B

55 Encina Drive – Carmel Valley, California 93924

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Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Home Inspection (every 2 years)		\$450
<b>2030</b>	Annual Grounds & Landscape Maintenance		\$4,800
	Annual Pest & Termite Inspection		\$325
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
<b>2031</b>	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Home Inspection (every 2 years)		\$450
	Septic Maintenance (every 3 years)		\$500
<b>2032</b>	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300



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55 Encina Drive – Carmel Valley, California 93924

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Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
<b>2033</b>	Tree Trimming		\$29,000
	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320
	Home Inspection (every 2 years)		\$450
<b>2034</b>	<b>Window Repair</b>  Repair and restore all exterior windows  1.Re-caulk all windows 2.fix all window vents and screens due to air leakage and corrosion.	Materials: 50 x \$ 150	\$7,500
	Annual Pest & Termite Inspection		\$325
	Annual Grounds & Landscape Maintenance		\$4,800
	Annual HVAC Maintenance		\$250
	Annual Chimney Maintenance		\$300
	Septic Maintenance (every 3 years)		\$500
	Annual Inspection of Roof Surfaces, Penetrations, and Flashings		\$320

Exhibit B

55 Encina Drive – Carmel Valley, California 93924

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Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

Work Item	'25	'26	'27	'28	'29	'30	'31	'32	'33	'34	Cost Estimate
1. Exterior Wall Repair and Maintenance		X									\$34,000
2. Entry Skylight			X								\$700
3. Roof Repair (Drainage, Overhangs, Eaves)			X								\$55,000
4. Window and Exterior Door Repair/Restore			X								\$45,250
5. Chimney Repair			X								\$10,000
6. Garage Repair and Repaint			X								\$23,000
7. Landscape Design				X							\$22,500
8. Electrical Upgrades			X								\$37,000
9. Mechanical / HVAC Upgrades/Replacement				X							\$30,000
10. Plumbing / Sewer Upgrades				X							\$43,000
11. Window Repair										X	\$7,500
12 Property Tree Trimming		X							X		\$58,000
13. Annual Maintenance/Inspections (Termite, Grounds & Landscape, HVAC, Chimney, Roof Surfaces, Home)	X	X	X	X	X	X	X	X	X	X	\$59,950
14. Septic (every 3 years)	X			X			X			X	\$2,000
15. Home Inspection (every 2 years)	X		X		X		X		X		\$2,250
											Total: \$430,150

## Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

### Work Item Descriptions with Photographs

**1. Exterior Wall Repair / Maintenance:** The inspection report states there is some siding deterioration and moisture damage/ wood rot observed. Recommended that a 2" exposed flashing gap should be provided on the untreated wood in contact with deck. Repair/ patch exterior walls where needed. The inspection report states that the exterior paint systems have reached their life expectancy and recommended review by a licensed painter. Repaint exterior walls.



**2. Entry Skylight Addition:** Addition of new skylight at entry. Design approved by historical consultant.

**3. Roof Repair:** The inspection report states that nails should be re-set with a ring shank type and eave venting is rusted and painted over due to high levels of moisture in the cathedral ceiling system and a lack of upper roof venting. Some roof tiles have started chipping and coming to an end-of-life cycle. Recommended to repair or replace damaged/ deteriorated gutters install gutters and downspouts on all appropriate sides of building with a proper drainage system.



## Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

### Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan



**4. Window and Exterior Door Replacement:** The inspection report states that windows within 24" of ground level should be tempered glass and suggest sealing/ caulking as part of routine maintenance. Areas of calcium water deposit/ moisture damage found on some windows. Replace/restore all windows/ exterior doors throughout home, maintaining original architecture. Replace all window vents and screens, re-paint the interior frame where necessary. Window/ door hardware to be replaced.



**5. Chimney Repair:** The inspection report states that there are areas of soot and rust staining. It is recommended that the chimney is power washed and painted to extend its life expectancy. A professional fireplace inspection is recommended prior to cleaning/ operating the system.



## Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

### Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

**6. Garage Repair and Repaint:** The inspection report states that there is wood rot in the jamb of overhead door. General repair and maintenance required to avoid further degradation. Open penetrations in the walls were noted and recommend proper sealing to prevent wildlife from entering. Some areas of water staining in concrete floor, recommended to remedy water migration.



**7. Landscape Design:** Includes improvements to entry gate/fence, wind break fence, bunker, and irrigation and field management, drainage and slope on the property. The inspection report states that surface runoff water be adequately diverted away from the home and lot grading should slope away and fall a minimum of one inch every foot for a distance of six feet around the perimeter of the building.



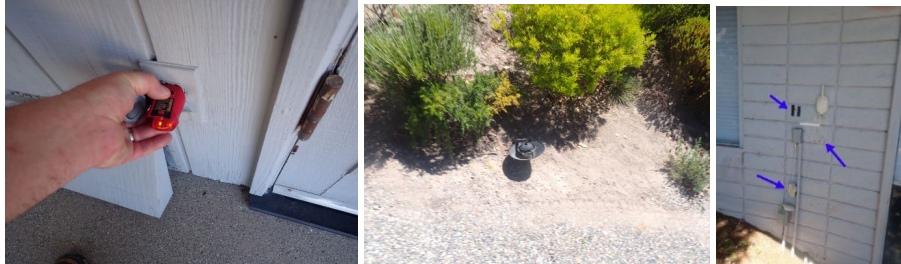
## Exhibit B

55 Encina Drive – Carmel Valley, California 93924

Richard and Bettina Moss

### Mills Act 10-Year Estimate for Rehabilitation and Maintenance Plan

**8. Electrical Upgrades:** The inspection report states that outdoor receptacles are not GFCI protected and outdoor outlet covers are not waterproof. Some damaged exterior light fixtures. Repair loose wiring, rewire / upgrade service and replace electrical fixtures and outlets with historically compatible.



**9. Mechanical / HVAC Upgrades:** The inspection report observed the gas supply line is missing the drip leg. Upgrade HVAC system and associated features. Add exhaust fans in the bathrooms.



**10. Plumbing / Sewer Upgrades:** The inspection report states that the water heater is past the end of its typical service life and recommends replacement. The heater enclosure shows signs of a leak and proper sealing is recommended. All hot water pipes in crawlspace should be insulated and there is evidence of improper support and/or lack of flexible pipe connections. Upgrade HVAC system and associated features.



**11. Window Repair:** Sealing and caulking of all windows as part of routine maintenance. Re-paint frame and repair screens where necessary.